

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

TEXAS ADVANCED OPTOELECTRONIC
SOLUTIONS, INC.,

Plaintiff,

v.

INTERSIL CORPORATION,

Defendant.

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Case No. 4:08-CV-451

VERDICT OF THE JURY

We the jury find as follows:

A. BREACH OF CONTRACT

Question No. 1. Retention of Documents

You have been instructed as a matter of law that the Defendant retained Confidential Information in breach of the June 3, 2004 Confidentiality Agreement.

What amount of nominal damages, if any, did the Plaintiff prove by a preponderance of the evidence is attributable to the Defendant's retention of the Plaintiff's confidential information under the Confidentiality Agreement?

Answer in dollars and cents, if any: \$ 1,00

Question No. 2. Use of the Plaintiff's Confidential Information

(A) Do you find that the Plaintiff proved by a preponderance of the evidence that the Defendant failed to comply with the June 3, 2004 Confidentiality Agreement?

Answer "yes" or "no".

Answer: Yes

- (B) If you answered "yes" to Question No. 2(A), what sum of money, if any, paid now in cash would reasonably and fairly compensate the Plaintiff as a reasonable royalty arising from the Defendant's failure to comply with the June 3, 2004 Confidentiality Agreement?

Answer in dollars and cents, if any: \$ 12,000,000.00

B. MISAPPROPRIATION OF TRADE SECRETS

Question No. 3.

Did the Plaintiff prove by a preponderance of the evidence that the Defendant misappropriated the Plaintiff's trade secrets?

Answer "yes" or "no".

Answer: Yes

If you answered "yes" to Question No. 3, then proceed to Question No. 4. Otherwise, proceed to Question No. 9.

Question No. 4.

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate the Plaintiff for the Defendant's misappropriation of the Plaintiff's trade secrets?

Answer in dollars and cents, if any:

Disgorgement, if any: \$ 48,783,007.00 or

Reasonable royalty, if any: \$ _____

Proceed to the next question.

Question No. 5.

Did the Plaintiff prove by clear and convincing evidenced that the Defendant's misappropriation of the Plaintiff's trade secrets resulted from the Defendant's fraud, malice, or gross negligence?

Answer "yes" or "no".

Answer: Yes

If you answered "yes" to Question No. 5, then proceed to Question No. 6. Otherwise, proceed to Question No. 9.

Question No. 6.

What sum of money, if any, if paid now in cash should be assessed against the Defendant and awarded to the Plaintiff as exemplary damages, if any, for the Defendant's trade secret misappropriation?

Answer in dollars and cents, if any: \$ 10,000,000.00

Proceed to the next question.

Question No. 7.

Did the Defendant prove by a preponderance of the evidence that the Plaintiff must have known or must have been reasonably able to discover that the Defendant had used the Plaintiff's proprietary information to create competing products before November 25, 2005?

Answer "yes" or "no".

Answer: No

Proceed to the next question.

Question No. 8.

Did the Plaintiff prove by a preponderance of the evidence that the Defendant fraudulently concealed the facts upon which the Plaintiff's misappropriation of trade secrets claim is based?

Answer "yes" or "no".

Answer: Yes

Proceed to the next question.

C. TORTIOUS INTERFERENCE

Question No. 9.

Did the Defendant intentionally interfere with the Plaintiff's prospective business relations with Apple?

Answer "yes" or "no".

Answer: Yes

If you answered "yes" to Question Nos. 9, then proceed to Question No. 10. Otherwise, proceed to Question No. 13.

Question No. 10.

What sum of money, if any, paid now in cash, would reasonably and fairly compensate the Plaintiff for its lost profits damages arising from the Defendant's intentional interference with the Plaintiff's prospective relations with Apple?

Answer in dollars and cents, if any: \$ 8,000,000.00

Proceed to the next question.

Question No. 11.

Did the Plaintiff prove by clear and convincing evidenced that the Defendant's tortious interference was the result of fraud, malice, or gross negligence?

Answer "yes" or "no".

Answer: Yes

If you answered "yes" to Question No. 11, then proceed to Question No. 12. Otherwise, proceed to Question No. 13.

Question No. 12.

What sum of money, if any, if paid now in cash should be assessed against the Defendant and awarded to the Plaintiff as exemplary damages, if any, for the Defendant's tortious interference?

Answer in dollars and cents, if any: \$ 10,000,000.00

Proceed to the next question.

D. PATENT INFRINGEMENT**Question No. 13.**

Do you find that the Plaintiff proved by a preponderance of the evidence that the Defendant directly infringed the following claims of the '981 patent? Answer "yes" or "no" for each claim.

	Claim 16	Claim 17	Claim 18	Claim 43	Claim 45	Claim 46
ISL29001	Yes	Yes	Yes	Yes	Yes	Yes
ISL29002	Yes	Yes	Yes	Yes	Yes	Yes
ISL29003	Yes	Yes	Yes	Yes	Yes	Yes
ISL29004	Yes	Yes	Yes	Yes	Yes	Yes

Proceed to the next question.

Question No. 14.

Do you find that the Defendant has proved by clear and convincing evidence that any of the following claims of the '981 patent are invalid due to obviousness?

Answer "yes" or "no".

Claim 16: YES _____ NO X No

Claim 17: YES _____ NO X No

Claim 18: YES _____ NO X No

Claim 43: YES _____ NO X No

Claim 45: YES _____ NO X No

Claim 46: YES _____ NO X No

Proceed to the next question.

Question No. 15.

Do you find that the Defendant has proved by clear and convincing evidence that any of the following claims of the '981 patent are invalid for failing to satisfy the written description requirement?

Answer "yes" or "no".

Claim 16: YES _____	NO <u>X No</u>
Claim 17: YES _____	NO <u>x No</u>
Claim 18: YES _____	NO <u>x No</u>
Claim 43: YES _____	NO <u>x No</u>
Claim 45: YES _____	NO <u>x No</u>
Claim 46: YES _____	NO <u>x No</u>

Proceed to the next question.

Question No. 16.

Do you find that the Defendant has proved by clear and convincing evidence that any of the following claims of the '981 patent are invalid for failing to contain a sufficiently full and clear description of how to make and use the full scope of the claimed invention?

Answer "yes" or "no".

Claim 16: YES _____	NO <u>X No</u>
Claim 17: YES _____	NO <u>x No</u>
Claim 18: YES _____	NO <u>x No</u>
Claim 43: YES _____	NO <u>x No</u>
Claim 45: YES _____	NO <u>x No</u>
Claim 46: YES _____	NO <u>x No</u>

If you answered "yes" to any claim in response to Question No. 13 and "no" to the same claim in response to Question Nos. 14 and 15, proceed to Question No. 17. Otherwise, proceed to Question No. 19.

Question No. 17.

What sum of money, if paid now in cash, would fairly and adequately compensate the Plaintiff as a reasonable royalty for the Defendant's infringement of the '981 patent?

Answer in dollars and cents, if any: \$ 73,653.51

Proceed to the next question.

Question No. 18.

Do you find that the Plaintiff has proved by clear and convincing evidence that the Defendant's infringement, if any, of the '981 patent was willful?

Answer "yes" or "no".

Answer: Yes

Proceed to the next question.

E. DEFENDANT'S EQUITABLE DEFENSES

Question No. 19.

Do you find from a preponderance of the evidence that the Defendant proved that the Defendant's conduct was excused because of laches?

Answer "yes" or "no".

Answer: No

Proceed to the next question.

Question No. 20.

Do you find from a preponderance of the evidence that the Defendant proved that the Plaintiff had unclean hands?

Answer "yes" or "no".

Answer: No

Date: 3/6/15

Signed: REDACTED

Foreperson